



HOUSING FINANCE AUTHORITY REGULAR MEETING

DATE: Monday, January 27, 2003
2:00 P.M

PLACE: 25 West Flagler Street
Suite 950
Miami, Florida 33130

AGENDA

- I. Roll Call**
- II. Approval of Minutes**
Monday, December 16, 2002
- III. Requests**
 - A)** TEFRA Notice for Tuscany Place Apartments
 - B)** Approval of Bond Documents for Hibiscus Pointe Apartments
 - C)** Issuance of RFP for Single Family Underwriters
 - D)** Issuance of RFP for External Auditors
- IV. Updates**
 - A)** 2002 Audited Financial Statements
 - B)** Flagler First Development Fee Discussion
 - C)** 2002 Single Family Program
 - D)** Foundation/Community Outreach
 - E)** Commission on Ethics & Public Trust Advisory Boards Workshop Notice

Housing Finance Authority Regular Meeting



DATE: December 16, 2002

PLACE: 25 West Flagler Street
Suite 950
Miami, Florida 33130-1720

TIME: 2:00 p.m.

ATTENDANCE: Don Horn Hector Brito
Rey Diaz Cordella Ingram
Shalley Jones Eunice Martin
Roymi Membiela Rene Sanchez
Rey Sanchez

STAFF: Patricia Braynon, Executive Director
Marianne Edmonds, Co-Financial Advisor
Larry Flood, Co-Financial Advisor
Manuel Alonso-Poch, Co-Bond Counsel
David Hope, County Attorney
Mary Aguiar, Administrative Officer III
Giraldo Canales, Compliance Specialist
Ayin Maryoung, Senior Executive Secretary
Jose Pons, Administrative Assistant
Amelia Stringer-Gowdy, Special Projects Administrator
Adela Suarez-Garcia, Trust Account Manager
Derrick Woodson, Administrative Officer III

APPEARANCES: Patt Denihan, Denihan & Associates
Opal Jones, Miami-Dade Affordable Housing Foundation
Lynn Washington, Ward Towers
Adam Sherman, Goldman Sachs
Debbie Mitchell, Goldman Sachs
Wes Wolf, Goldman Sachs
Jerry Flick, Flick Investments

AGENDA

The meeting was called to order with a quorum at 2:15 p.m.

Mr. Horn introduced, Roymi Membiela, a new board member to the meeting. Ms. Membiela, was appointed by Commission Sosa.

I. Roll Call

Ms. Braynon called the roll. She indicated that Mr. Iglesias and Ms. Jones would not attend the meeting. Messrs. Brunson, Diaz, and Rene Sanchez were not in attendance.

II. Approval of Minutes

A MOTION was made by Mr. Tourgeman to approve the minutes from the October 28, 2002 meeting. The motion was seconded by Mr. Diaz and passed unanimously.

A MOTION was made by Mr. Williams to approve the minutes from the special meeting held on November 26, 2002. The motion was seconded by Mr. Tourgeman and passed unanimously.

III. Requests

A. Ratification of Approval of Bond Documents for Hibiscus Pointe Apts. - HFA-02-03

A MOTION was made by Mr. Brito to approve HFA Resolution HFA-02-03. The motion was seconded by Mr. Tourgeman and passed unanimously.

B. Approval of Ward Towers Resolution – HFA-02-031

Mr. Washington requested that the board approve a name change for the owner of the development, which would now be Ward Towers Assisted Living Associates, LTD.

A MOTION was made by Ms. Martin to approve HFA Resolution HFA-02-31. The motion was seconded by Mr. Brito and passed unanimously.

C. Freddie Mac Lease Purchase Presentation

A presentation was made by representatives of Goldman Sachs for a lease purchase program that could be implemented by the Authority. Several board members posed questions to the representatives about various aspects of the program, which were explained in detail.

Ms. Braynon requested that the board approve the concept and direct staff to continue researching the program guidelines and return to a future meeting with more information about the program.

A MOTION was made by Ms. Martin to direct staff to continue discussions with Goldman Sachs regarding the lease purchase program. The motion was seconded by Ms. Ingram and passed unanimously.

IV. Updates

A. 2001 and 2002 Single Family Programs

Ms. Denihan reported to the board that approximately \$6 million has been reserved to date and that the HOME funds and DSP funds are moving quickly.

B. 2002 Multifamily Rental Developments

Ms. Braynon indicated that the following multifamily rental developments have executed a validation for their allocation of bonds: Aswan Village, Hibiscus Pointe, Tuscany Place and Ward Towers. This will allow the issuance of bonds in the upcoming year. She also noted that the remaining funds for Single Family bonds have also been validated for use in a future date.

C. Foundation/Community Outreach

Ms. Braynon reported that the Authority celebrated its 24th anniversary with a Habitat for Humanity function. She stated that there were over sixty volunteers that joined staff and the Chairperson to help build homes in the Overtown Community.

Ms. Jones reported that the Homebuyers Club has over 2,000 members of which 800 are active. She stated that for the next meeting, there would be more accurate reports as to the membership in the Club.

V. Authority Administration

A. Authority Financial Statements

There were no discussions by the board.

B. Non Pooled Investments

There were no discussions by the board.

C. Delinquent Multifamily Accounts

There were no discussions by the board.

D. Multifamily Monthly Reports

Ms. Edmonds questioned the vacancy rates for two developments and stated that she would research the problem with staff.

E. 2003 HFA Meeting Dates

Mr. Horn indicated that the meeting dates for 2003 were included in the board package.

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Housing Finance Authority of Miami-Dade County (Florida) (the "Authority") will conduct a TEFRA Hearing to which all interested persons are invited:

DATE AND TIME: Tuesday, February 11, 2003 at 10:00 A.M.

PLACE: Suite 950, 25 West Flagler Street, Miami, Florida 33130.

PURPOSE: To conduct a public hearing concerning the proposed issuance of bonds by the Authority to finance the acquisition of land and new construction, acquisition and rehabilitation, or refinancing of the following multi-family rental property in the aggregate face amounts, not to exceed the amount listed below for:

Tuscany Place Apartments, 340 units located at 25400 SW 137th Avenue in unincorporated Miami-Dade County, Florida. The applicant is Tuscany Place Associates, Ltd., 2121 Ponce De Leon Boulevard, Penthouse 2, Coral Gables, Florida 33134, or such successor in interest in which The Cornerstone Group is a managing, general partner and/or controlling stockholder. The bond amount is not to exceed \$15,310,000.

All interested parties are invited to present oral comments at the public hearing regarding the issuance of bonds to finance the listed properties.

Any person who decides to appeal any decision made by the Authority with respect to any matter considered at this public hearing will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings be made, which record includes the testimony and evidence upon which the appeal is to be based.

RESOLUTION NO. HFA-2003-1

RESOLUTION OF THE HOUSING FINANCE AUTHORITY OF MIAMI-DADE COUNTY (FLORIDA) AUTHORIZING THE ISSUANCE OF ITS MULTIFAMILY MORTGAGE REVENUE BONDS (HIBISCUS POINTE APARTMENTS) IN AN AMOUNT NOT TO EXCEED \$10,900,000 COMPRISED OF NOT TO EXCEED \$9,900,000 TAX-EXEMPT BONDS AND NOT TO EXCEED \$1,000,000 TAXABLE BONDS FOR THE BENEFIT OF HIBISCUS POINTE ASSOCIATES, LTD., A FLORIDA LIMITED PARTNERSHIP; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF THE TRUST INDENTURE, BOND PURCHASE AGREEMENT, LOAN AGREEMENT, CONSTRUCTION LOAN AGREEMENT, NOTE, MORTGAGE, ASSIGNMENT OF LEASES, DEVELOPER GUARANTY, LAND USE RESTRICTION AGREEMENT, AND OTHER DOCUMENTS IN CONNECTION WITH THE ISSUANCE AND DELIVERY OF SUCH BONDS; APPROVING AND AUTHORIZING THE EXECUTION AND DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND FINAL OFFICIAL STATEMENT FOR THE BONDS; AUTHORIZING THE SELECTION OF A BOND INSURER AND THE EXECUTION OF SUCH AGREEMENTS AS MAY BE REQUIRED IN CONNECTION WITH THE BOND INSURANCE PROVIDED BY SUCH BOND INSURER; AUTHORIZING THE NEGOTIATED SALE OF THE BONDS; AUTHORIZING THE APPOINTMENT OF A SERVICER, TRUSTEE, PAYING AGENT AND REGISTRAR; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the Housing Finance Authority Law, Chapter 159, Part IV, Florida Statutes, as amended (the “Act”), the Board of County Commissioners of Miami-Dade County, Florida (the “Board”), by its Resolution R-1194-78, adopted October 17, 1978, declared the need for a housing finance authority to function in Miami-Dade County, Florida (the “County”) and enacted on December 12, 1978, Ordinance No. 78-79, creating the Housing Finance Authority of Miami-Dade County (Florida) (the “Authority”); and

WHEREAS, the Act authorizes the Authority: (a) to make loans to any person, or to purchase loans, including federally insured mortgage loans, in order to provide financing for residential rental developments located within the County, which are to be occupied by persons of moderate, middle or lesser income; (b) to issue its revenue bonds pursuant to the Act, for the purpose of obtaining money to make or to purchase such loans and provide such financing, to establish necessary reserve funds and to pay administrative costs and other costs incurred in connection with the issuance of such bonds; and (c) to pledge all or any part of the revenues, and receipts to be received by the Authority from or in connection with such loans, and to mortgage, pledge or grant security interests in such loans in order to secure the payment of the principal or redemption price of and interest on such bonds; and

WHEREAS, the Authority desires to provide financing to fund a mortgage loan (the “Loan”) in an amount not to exceed \$10,900,000 to Hibiscus Pointe Associates, Ltd., a Florida limited partnership (the “Developer”) for the purpose of providing funds for the acquisition, construction and equipping of a 212-unit multifamily residential rental development (the “Project”) to be located at 1275 N.W. 79th Street, Miami, Florida, and to be occupied by persons of moderate, middle and lesser income within the meaning of the Act, all for the purpose of assisting such persons of moderate, middle and lesser income within the County to afford the costs of decent, safe and sanitary housing; and

WHEREAS, the Authority has determined to issue, sell and deliver its Multifamily Mortgage Revenue Bonds, Series 2002-3 (Hibiscus Pointe Apartments) (the “Bonds”) for the purpose of funding the Loan; and

WHEREAS, the Authority has determined that there exists a shortage of safe and sanitary housing for persons and families of moderate, middle and lesser income within Miami-Dade County, Florida; and

WHEREAS, the Authority has determined that a negotiated sale of the Bonds is in the best interest of the Authority.

NOW, THEREFORE, BE IT RESOLVED by the Housing Finance Authority of Miami-Dade County (Florida), as follows:

SECTION 1. The issuance of the Bonds in total combined amount not to exceed \$10,900,000 in some combination of not to exceed \$9,900,000 Tax-Exempt Bonds and \$1,000,000 Taxable Bonds for the purpose of funding the Loan is hereby authorized.

SECTION 2. In order to secure the payment of the principal of, premium, if any, and interest on the Bonds according to their tenor, purpose and effect, and in order to secure the performance and observance of the covenants, agreements and conditions in the Bonds, the execution and delivery of the Trust Indenture (the “Trust Indenture”) by and between the Authority and The Bank of New York Trust Company of Florida, N.A., as trustee (the “Trustee”) is authorized and approved. The Trust Indenture shall be executed by and on behalf of the Authority by the Chairman, Vice Chairman, Secretary or any other officers or members of the Authority and the official seal of the Authority shall be impressed on such Trust Indenture, in substantially the form attached to this resolution as **Exhibit “A”**, subject to such changes, insertions and omissions and such filling in of blanks as may be approved and made in such form of Trust Indenture by the officers or members of the Authority executing the same after consultation with the County Attorney’s Office, Financial Advisors to the Authority and Co-Bond Counsel, the execution of the Trust Indenture by such officers or members being conclusive evidence of their approval on behalf of the Authority of any such changes, insertions, omissions or filling in of blanks.

SECTION 3. The execution and delivery of the Bond Purchase Agreement in the form of **Exhibit “B”** among the Authority, the Developer and William R. Hough & Co. (the “Underwriter”) with respect to the sale of Bonds is approved upon satisfaction of the conditions set forth in this Section. In addition, the Bond Purchase Agreement may be a Composite Bond Purchase Agreement in the event Fannie Mae or others purchase a portion of the Bonds (in either case, the “Bond Purchase Agreement”).

The Bond Purchase Agreement shall be executed by and on behalf of the Authority by the Chairman, Vice Chairman, Secretary or any other officer or member of the Authority and the official seal of the Authority impressed on such Bond Purchase Agreement and attested by the Secretary or an Assistant Secretary of the Authority, subject to such changes, insertions and omissions and such filling in of blanks as may be approved and made by the officers or members of the Authority executing the Bond Purchase Agreement after consultation with the County Attorney’s Office, the Financial Advisors to the Authority and Co-Bond Counsel, the execution of the Bond Purchase Agreement by such officers or members being conclusive evidence of their approval on behalf of the Authority of any such changes, insertions, omissions, or filling in of blanks; subject, however, to the following parameters with respect to the Bonds:

(a) The interest rate on the Tax-Exempt Bonds shall not exceed 7.50 % per annum and the interest rate on the Taxable Bonds shall not exceed 8.75% per annum;

(b) The aggregate principal amount of the Bonds shall not exceed \$10,900,000 in some combination of not to exceed \$9,900,000 Tax-Exempt Bonds and not to exceed \$1,000,000 Taxable Bonds;

(c) The maximum maturity of the Bonds shall not be longer than 43 years;

and

(d) The gross underwriting spread or compensation to the Underwriter shall not exceed one and one half percent (1.50%) of the principal amount of the Bonds.

SECTION 4. The Authority approves the form of the Preliminary Official Statement (the “Preliminary Official Statement”) relating to the Bonds in the form attached as **Exhibit “C”** and authorizes the use and distribution by the Underwriters of said Preliminary Official Statement, in the form of such draft and the Final Official Statement (the “Official Statement”) relating to the Bonds in substantially the form of the Preliminary Official Statement with such revisions as shall be approved by the Chairman, Vice Chairman, or other officers or members of the Authority after consultation with the County Attorney’s Office, Financial Advisors to the Authority and Co-Bond Counsel. The Chairman, Vice Chairman, or other officers or members of the Authority are authorized to deem the Preliminary Official Statement final on behalf of the Authority, as required by Rule 15c2-12 of the Securities Exchange Commission.

SECTION 5. The Authority approves the forms of (i) the Loan Agreement among the Authority, Florida Housing Finance Corporation (the “Lender”) and the Developer in the form attached as **Exhibit “D”**; (ii) the Construction Loan and Mortgage Servicing Agreement (the “Construction Loan Agreement”) among the Authority, the Lender, the Developer, Trustee and First Housing Development Corporation, a Florida corporation (the “Servicer”); the Financial Monitoring Agreement between the Developer and the Servicer; the Assignment of Construction Contract in favor of the Lender and the Assignment of Architect Agreement and Architect Plans and Specifications by the Developer in favor of the Lender, in the forms attached as composite **Exhibit “E”**; (iii) the Promissory Note from the Developer to the Lender in the form attached as **Exhibit “F”**; (iv) the First Mortgage and Security Agreement from the Developer in favor of the Lender in the form attached as **Exhibit “G”**; (v) the Assignment of Leases and

Rents from the Developer to the Lender and the Collateral Assignment of the Management Agreement by the Developer in favor of the Lender in the forms attached as composite **Exhibit “H”**; (vi) the Developer’s Absolute and Unconditional Guaranty of Completion, Continuing, Absolute, and Unconditional Guaranty of Recourse Obligations, Continuing, Absolute and Unconditional Guaranty of Operating Deficits and the Environmental Indemnity (collectively, the “Developer Guaranty”), to the Authority and the Lender in the form attached as composite **Exhibit “I”**; (vii) the Land Use Restriction Agreement among the Authority, the Lender, the Trustee and the Developer in the form attached as **Exhibit “J”**; (viii) the Omnibus Assignment of Agreements from the Lender to the Authority and the Omnibus Assignment of Agreements from the Authority to the Trustee attached as composite **Exhibit “K”**; (ix) the Intercreditor Agreement among the Trustee, the Authority, Florida Housing Finance Corporation, acting solely through its Affordable Housing Guarantee Program, as Guarantor, The Bank of New York Trust Company of Florida, N.A., as the Guarantee Policy Trustee, and the Lender in the form attached as **Exhibit “L”** subject, in each case to such changes, insertions, omissions and such filling in of blanks as may be approved in such form of such document by the Chairman, Vice Chairman, or other members or officers of the Authority after consultation with the County Attorney’s Office, Financial Advisors to the Authority and Co-Bond Counsel. Such documents, to the extent required to be executed by the Authority, are hereby authorized to be executed and delivered by the Authority and shall be executed by the Chairman, Vice Chairman, or other members of the Authority and the official seal of the Authority shall be impressed on such documents, the execution of such documents for and on behalf of the Authority by such members or officers being conclusive evidence of their approval of any such changes, insertions, omissions or filling in of blanks. The Authority and each member or officer of the Authority are further authorized to execute and deliver such other documents as

shall be necessary in connection with the issuance and delivery of the Bonds after consultation with the County Attorney's Office, Financial Advisors to the Authority and Co-Bond Counsel.

SECTION 6. The Authority hereby authorizes and directs the Executive Director, the Authority's Financial Advisor and the Underwriter to negotiate the price and terms of a Bond Insurance Policy with an insurer or insurers as will result in the Bonds being rated "AA" or better by at least one nationally recognized rating agency. The Authority further authorizes the Chairman or Vice Chairman of the Authority, or, in their absence or inability to act, their designee, to execute and deliver any agreements that may be necessary in connection with such Bond Insurance Policy, with the advice of and in such form as Co-Bond Counsel and the County Attorney may deem necessary and appropriate. Such Bond Insurance Policy shall only be obtained if the terms and conditions of such Bond Insurance Policy are approved by the Chairman, Vice Chairman or such designee, such approval to be evidenced by the acceptance of the Bond Insurance Policy by the Chairman, Vice Chairman or such designee. Such execution and delivery shall be conclusive evidence of approval of the Bond Insurance Policy by the Authority.

SECTION 7. A negotiated sale of the Bonds is in the best interest of the Authority and is found to be necessary on the basis of the following specific findings:

(a) Multifamily housing revenue bonds are traditionally sold on a negotiated sale basis and consequently a competitive sale of the Bonds would in all probability not produce better terms than a negotiated sale particularly in view of the timing of such an offering.

(b) The principal of, premium, if any, and interest on the Bonds will be payable solely out of the revenue arising from the pledge and assignment of the payments

by the Developer on the loan, and the other funds and moneys pledged and assigned as part of the Trust Estate (as defined in the Trust Indenture), and therefore the Authority will not be liable for the payment of principal of, redemption premium, if any, and any interest on Bonds except from moneys held under the Trust Indenture. The Developer has expressed its unwillingness to undertake the risks and expenses attendant to a competitive sale of the Bonds.

(c) The nature of the security for the payment of the Bonds requires complex cash flow review and computations of the Project which would be financially impractical for bidders to undertake in a competitive sale context.

(d) Based upon such findings, the Authority approves the negotiated sale of the Bonds to the Underwriter in accordance with the provisions of the Bond Purchase Agreement and Section 3 of this resolution. Prior to executing and delivering the Bond Purchase Agreement, the Authority shall have received disclosure statements from the Underwriter setting forth the information required by Section 218.385, Florida Statutes, as amended.

SECTION 8. The Bank of New York Trust Company of Florida, N.A. is designated as Trustee for the Bonds and shall also serve as Registrar and Paying Agent under the Trust Indenture for the Bonds. The Authority hereby designates First Housing Development Corporation to act as the Servicer.

SECTION 9. The Bonds, upon their execution substantially in the form and manner set forth in the Trust Indenture, shall be delivered to the Registrar for authentication and the Registrar is hereby

authorized and directed to authenticate and deliver the Bonds to, or on behalf of, the Underwriter, upon payment of the purchase price.

SECTION 10. The officers, employees and agents of the Authority are authorized and directed to do all acts and things required by the provisions of the Bonds authorized by this resolution, and by the provisions of the Bond Documents and any additional documents required to be delivered in connection with the issuance and delivery of the Bonds and for the full, punctual and complete performance of all the terms, covenants, provisions and agreements of the Bonds and the Bond Documents.

SECTION 11. In case any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this resolution and it shall be construed and enforced as if such illegal or invalid provision had not been contained in this resolution.

SECTION 12. The Chairman, Vice Chairman, Secretary and other members or officers of the Authority, the County Attorney and Co-Bond Counsel for the Authority are each designated agents of the Authority in connection with the issuance and delivery of the Bonds, and are authorized and empowered, collectively or individually, to take all actions and steps to execute and deliver any and all instruments, documents or contracts on behalf of the Authority, including any assignments or omnibus assignments of other documents assigned to the Authority which are necessary or desirable in connection with the execution and delivery of the Bonds which are not inconsistent with the terms and provisions of this resolution and other actions relating to the Bonds taken by the Authority.

SECTION 13. All resolutions of the Authority in conflict with the provisions of this resolution are, to the extent of such conflict, superseded and repealed.

SECTION 14. The Authority has no jurisdiction regarding zoning and land use matters and the adoption of this resolution is not intended to express any position or opinion regarding same.

SECTION 15. It is found and determined that all formal actions of this Authority concerning and relating to the adoption of this resolution were taken in an open meeting of the members of this Authority and that all deliberations of the members of this Authority and of its committees, if any, which resulted in such formal action were taken in meetings open to the public, in full compliance with all legal requirements.

SECTION 16. This resolution shall become effective immediately upon its adoption. The roll being called on the question of adoption of this resolution, the vote thereon resulted as follows:

AYES:

NAYS:

ABSTENTIONS:

The Presiding Officer declared said resolution adopted and approved in open meeting.

ADOPTED this ____ day of _____, 2003.

**HOUSING FINANCE AUTHORITY OF
MIAMI-DADE COUNTY (FLORIDA)**

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Secretary

[SEAL]

Approved as to form and legal sufficiency.

By: _____
Assistant County Attorney

EXHIBIT “A”

Form of Trust Indenture

EXHIBIT “B”

Form of Bond Purchase Agreement

EXHIBIT “C”

Form of Preliminary Official Statement

EXHIBIT “D”

Form of Loan Agreement

EXHIBIT “E”

Form of the Construction Loan and Mortgage Servicing Agreement,
Financial Monitoring Agreement, Assignment of Construction Contract
and Assignment of Architect Agreement and Architect Plans and Specifications

EXHIBIT “F”

Form of Promissory Note

EXHIBIT “G”

Form of First Mortgage and Security Agreement

EXHIBIT “H”

Form of Assignment of Leases and Rents and
Collateral Assignment of the Management Agreement

EXHIBIT ‘T’

Form of Developer’s Absolute and Unconditional Guaranty of Completion, Continuing,
Absolute and Unconditional Guaranty of Recourse Obligations, Absolute and
Unconditional Guaranty of Operating Deficits and Environmental Indemnity

EXHIBIT “J”

Form of Land Use Restriction Agreement

EXHIBIT “K”

Form of Omnibus Assignment of Agreements from the Lender to the Authority and
Form of Omnibus Assignment of Agreements from the Authority to the Trustee

EXHIBIT “L”

Form of Intercreditor Agreement

REQUEST FOR PROPOSAL SINGLE FAMILY UNDERWRITING TEAM

BACKGROUND: The Housing Finance Authority of Miami-Dade County, Florida (the “Authority”) is selecting underwriters to serve on the Authority’s Single Family Underwriting Team, for the issuance of Single Family Mortgage Revenue Bonds.

The Authority has issued \$981,244,000 of Single Family Mortgage Revenue Bonds since 1980. It is anticipated that the Authority will use between \$20 and \$30 million in private activity bond allocation for single-family housing revenue bonds annually. In 1999, the Authority established a Master Indenture for its single-family program.

The Authority intends to select two or more underwriters to serve as part of a team of underwriters for four years. One member of the team will be designated as the Senior Book-Running Manager. The Senior Book-Running Manager may be rotated from issue to issue. The Authority may select co-managing underwriters as part of the underwriting team. The Authority may at its sole discretion, utilize the services of other underwriters if, in the opinion of the Authority, such underwriters bring a new and innovative financing opportunity to the Authority. The existing members of the team are William R. Hough & Co., First Southwest Company, M R Beal & Company, Raymond James & Associates, Inc., Dain Rauscher Inc., and Siebert Brandford Shank & Co., L.L.C.

Once the proposals are distributed, firms shall not directly or indirectly contact Authority Board members. A firm will be disqualified from consideration if a firm’s representative contacts an Authority Board member.

RESPONSE TO PROPOSAL: The proposals must provide the following information within the page limitations indicated:

- 1) Name, address, telephone number, facsimile number and email address of firm and contact person, and a summary of the firm’s structure and activities including capital level. [LIMITED TO ONE PAGE]
- 2a) Summary of current (last three years) housing experience and new financing ideas developed and implemented by your firm.[LIMITED TO TWO PAGES]
- 2b) Provide a Plan of Finance for the Authority under its Master Indenture Program, assuming a \$20 million mortgage acquisition fund. [LIMITED TO TWO PAGES]
- 3) Describe your firms Distribution Resources. Include a Marketing Plan for the Authority’s single-family bonds. [LIMITED TO TWO PAGES]
- 4) Minority Representation. [LIMITED TO ONE PAGE]
- 5) Miami-Dade County and Florida presence, including public finance offices, retail sales offices and institutional sales offices. [LIMITED TO ONE PAGE]
- 6) Provide the resumes, including location, of the professionals who will work directly with the Authority.
- 7) Provide a written statement which indicates whether your firm is or is not under investigation or review by any regulatory body. If your firm is under investigation or review, please provide detailed information of the items under

- review, as well as the name of the regulatory agency.
- 8) Include a section on Cashflow Analysis. Describe how you will prepare cashflow analyses for the Authority and the rating agencies. [LIMITED TO TWO PAGES]

EVALUATION/SELECTION PROCESS: Following the opening of the proposal packages, the contents will be checked for compliance with the requirements set forth in the RFP. Copies will then be distributed to an evaluation/selection committee comprised of the Authority Board members.

The method of award will be based on a quantitative appraisal rating and ranking of responsive proposals based on the following:

- Housing Experience, Structure and Capital Level of the Firm
- Distribution Resources
- New Financing Ideas, Plan of Financing and Cashflow Analysis and its appropriateness for the Authority
- Minority Representation
- Miami-Dade County and Florida Presence

The Authority may apply different weightings of the criteria for the Senior Book-Running and the Co-Managing underwriter positions.

After the appraisal, rating and ranking evaluation, the committee may choose to conduct oral presentations from some or all of the firms submitting proposals. The committee will then report its recommendations to the Authority's Board.

SUBMISSION OF THE PROPOSAL: The original and eighteen (18) copies of the proposal are to be submitted as sealed proposals to Patricia Braynon, Director, Housing Finance Authority of Miami-Dade County, Florida. The proposal must be signed by an authorized officer of the firm. The package must be marked Proposal (Underwriter) and must be received in the office of the Housing Finance Authority, 25 West Flagler Street, Suite 950, Miami, Florida 33130, **NO LATER THAN 4:00 P.M. EST, FRIDAY, FEBRUARY 21, 2003.** No amendments will be accepted after this date. Proposals delivered later than this date and time will not be considered.

AUTHORITY CONTACT: To assure full understanding of and responsiveness to this Request, discussions may only be conducted with the Director; however, the Authority shall only be bound in making its selection by this Request for Proposal or written interpretations of same provided by the Authority.

AWARDS: This contract shall be awarded to the Proposer(s) who is/are determined to be the most advantageous to the Authority taking into consideration the criteria set forth in this Request. Notification shall be in the form of a written notice of award. The Authority reserves the right to reject any and all proposals and to make such awards as necessary to best serve the public interest.

Proposals cannot exceed twelve (12) pages plus cover letter, not including Miami-Dade County Attachments. Appendices may not be included. Faxed proposals will not be accepted. Joint proposals will not be accepted.

Please include a transmittal letter, which indicates whether your firm is interested in serving as the Senior Book-Running Manager or as Co-Manager.

ATTACHMENTS/EXHIBITS: All required attachments **may not** be included in this RFP package. When these documents are available to the Authority, copies will be sent to each proposer that has requested a RFP. Additional attachments/exhibits may be required.

- D R A F T -
REQUEST FOR PROPOSALS
FOR
EXTERNAL INDEPENDENT AUDITING SERVICE

The Housing Finance Authority of Miami-Dade County (the Authority), requests proposals from qualified independent certified public accountants to audit and report on the financial position of the Authority. The Authority will be accepting proposals from independent certified public accountant firms of ~~A~~recognized ability and standing~~@~~ licensed to practice in the State of Florida to be engaged separately as External Auditors for the operations of the Authority.

The audit period will be for the fiscal year ending September 30, 2003 with options to renew for annual audits for the fiscal year ending September 30, 2004, 2005, 2006, and 2007.

Completed proposals must be submitted to the above stated address, no later than 4:00 p.m. EST February 28, 2003.

1. INTRODUCTION

The Housing Finance Authority of Miami-Dade County, hereinafter referred to as the “Authority” requests proposals from experienced certified public accountants for the preparation and audit report of the Authority’s Financial Statements and Supplemental Financial Schedules.

Fees for the audit will be negotiated in accordance with Florida Statutes.

II. GENERAL INFORMATION

1. Proposal Submission

All proposals must be submitted in a sealed envelope, bearing on the outside the following:

Proposal For: EXTERNAL INDEPENDENT AUDITING SERVICES

Submitted To: Housing Finance Authority of Miami-Dade County

Submitted By: PROPOSER’S NAME

PROPOSER’S ADDRESS

CITY, STATE, ZIP CODE

PROPOSER’S PHONE NUMBER

PROPOSER’S CONTACT PERSON

DATE SUBMITTED

- D R A F T -

The proposal package must be prepared and submitted in the manner described in this Request for Proposals (RFP). The proposal must be signed by an officer of the firm legally authorized to conduct business in the name of the Proposer.

An original with nine copies (a total of ten) of each proposal package, if more than one segment is submitted, must be received by the Authority, 25 West Flagler Street, Suite 950, Miami, Florida, 33130, no later than 4:00 p.m. EST February 28, 2003. Each proposal must have as its title sheet the information contained in the ASubmitted By@section above.

The responsibility for submitting this proposal to the County on or before the stated time and date will be solely and strictly the responsibility of the proposer. The County will in no way be responsible for delays caused by the United States mail delivery or caused by any other occurrence.

The proposal package must contain all the items described in Section III of this document. Failure to submit these items may render the proposal non-responsive.

Should you require copies of recent financial statements, or have any questions or wish to review the present accounting systems, please contact the following to make arrangements:

Patricia Braynon, Executive Director
Housing Finance Authority
of Miami-Dade County
(305)372-7990

In order to maintain a fair and impartial evaluation process, the Authority must avoid private communications with firms which have submitted proposals during the evaluation period. Please respect this policy and do not attempt to query Authority personnel regarding the evaluation of the proposals.

2. Terms and Conditions of Proposal Submittal

1. The Authority through its selection committee reserves the right to reject any or all proposals and to waive any irregularities or informality in any proposal whenever such rejection or waiver is in the interest of the Authority. In the event that the Authority cannot negotiate a satisfactory contract with the top ranked Proposer or said Proposer does not execute the contract, the Authority may give notice to said Proposer of intent to negotiate a contract with the next most qualified Proposer, and so on, or may, if it so chooses, call for new proposals. When the final selections are made, and final negotiations are concluded, a professional services agreement (Contract) will be entered into with the successful firm. No debriefing or discussion session will be held with unsuccessful proposers. Prospective firms are hereby notified that all information submitted as part of, or in support of, their proposal will be made available upon request for public inspection in compliance with Florida law.

- D R A F T -

2. In no event will the Authority permit modifications to a proposal after it has been submitted.
3. Proposers shall thoroughly examine and be familiar with this document. The failure or omission by any Proposer to receive or examine this document shall in no way relieve the Proposer of any obligation with respect to its proposal.
4. The contract between the Authority and the successful Proposer will be for a one -year period with four successive renewals.
5. Under the Florida Public Records Act and the Florida ASunshine@ Laws, materials submitted by a Proposer, the results of the Authority evaluation, and the proceedings of the contract negotiations are all open to public inspection. Proposers should take special notice of this as it relates to any proprietary information that might be included in their proposal package. The Authority assumes no liability for disclosure or use of data submitted in response to this RFP for any purpose and may consider that the proposal was not submitted in confidence and therefore can be released under the Florida Sunshine Laws and the Freedom of Information Act (5 U.S. C. 522).
6. For a period of three (3) years after completion of any work provided herein, the auditor=s working papers shall be retained. The Authority and its representatives shall be entitled, at any time during such three (3) year period, to inspect and reproduce such documents deemed necessary.
7. At the time a contract is executed, the successful Proposer will be required to indemnify and hold the Authority harmless for any and all claims or damages against the Authority arising out of this contract.
8. The successful Proposer shall provide proof of the following insurance: Workman=s Compensation; Comprehensive Public Liability including Contractual Liability and Personal Injury Liability, and Automobile Liability (if vehicles are used in connection with the work). Valid Certificates of Insurance must be kept updated and on file with the County=s Risk Management Division throughout the term of the contract. The County reserves the right to reasonably amend these insurance requirements in the final contract documents.
9. Proposers must submit as a part of their package to the Authority, a description of their Affirmative Action policies and efforts regarding minorities. This should include any specific activities planned regarding this RFP. Respondents should provide a policy statement of non-discrimination and equal employment opportunity and an affirmative action plan within the local office of the firm. Respondents should provide evidence of promoting Blacks and

- D R A F T -

Hispanics to manager and partner level in the local office and/or, respondents must indicate the degree to which they will subcontract with local Black-owned and Hispanic-owned firms in the performance of the audit and consulting services.

10. The successful Proposer must strictly abide by the generally accepted auditing standards promulgated by the American Institute of Certified Public Accountants, and all Federal, State or County laws and regulations.
 11. No firms shall be reimbursed for any travel, per diem, photocopying, telephone bills or other related expenses of the audit, unless authorized in advance by the Authority Executive Director.
3. Scope of Audit
1. The audit shall produce financial statements on the Authority's General Fund.
 2. The audit report shall contain a) opinion of the auditor on the general purpose financial statements; and b) report on internal control.
 3. Review of the system of internal accounting control and internal administrative control to the extent required by Generally Accepted Auditing Standards and requirements of the Single Audit Act.
 4. Fulfill requirements of Section 10.557 of the Rules of the Auditor General, including:
 - 1) Preparation of Annual Financial Audit Report.
 - 2) Preparation of Single Audit Report and other necessary State Reports.

D. Other Services

1. Additional auditing services which may be required include the preparation of special reports for financing purposes, as determined by the Authority or litigation support as determined by the County Attorney.
2. Any other additional audit work is limited to an annual fee cap of no more than 10% of the annual audit contract. Such work may arise from changes in GAAP, GAAS, Federal requirements, or client imposed scope changes and must be approved by the Authority.

- D R A F T -

3. For items a. and b. above, the Authority will request engagement letters as the need arises.

A final and complete report of the audit shall be submitted to the Authority not later than 90 days after each succeeding fiscal year.

The Auditor shall, without charge, make available their work papers to any Federal or State Agency upon request and in accordance with Federal and State Law and Regulations.

III. PROPOSAL CONTENTS

The Proposal package, to be submitted according to the instructions contained in Section II, A, should demonstrate the Proposers desire and ability to conduct the audit with a minimum of disruption, ability to complete on a timely basis, and ability to provide the Authority with specific recommendations to improve operations, systems and procedures and shall include the following items, in the order listed:

1. Cover sheet listing the information requested in Section II-A.
2. Brief History of the Proposer's Organization.
 1. Submit evidence that the firm is a legal entity in the State of Florida and has performed continuous C.P.A. services for a minimum of five years.
 2. Certify that the firm is a member in good standing of both the American and Florida Institutes of Certified Public Accountants.
 3. Professional and/or academic qualifications of key personnel such as partners, managers and supervisory personnel who will have primary responsibility for the performance of required auditing services for this engagement.
 4. Describe your firm's professional development program, including the approximate number of days of continuing education provided to members of your firm. Also, indicate the number of days of specialized training in governmental accounting and auditing as well as in computer auditing received during the last two years by personnel who will be assigned to the audit engagement.
 5. A list of current or recent accounts audited by the Miami-Dade County office and by staff assigned to the engagement of national and local governmental units and accounts similar in nature to the enterprise operations or any other information that would assist in a review of proposer's capabilities. Include three (3) references.

- D R A F T -

6. Describe the firm's minority participation/joint venture experience.
 7. Describe the firm's willingness to subcontract and the percentage of work to be subcontracted to local minority owned firms under this engagement.
 8. If proposal is made for a consortium or joint venture, above information must be provided for all firms which will be engaged in the audit and the lead firm must be designated.
3. Technical Approach
1. Describe your firm's approach to this audit engagement.
 2. Provide a tentative schedule for performing the key phases of this engagement.
 3. Describe firm's procedures in monitoring the progress of the audit and communicating same to the Authority while the audit is in progress.
 4. Describe firm's specific policies, plans, procedures or techniques used to develop information for management letters.
4. Completed and signed Miami-Dade County Disclosures and Affidavits (Attachments AA-I@)
5. Price Proposal

The Proposer must submit the Price Proposal in a separate **sealed** envelope or package (**separate from the Technical Proposal**) clearly marked on the sealed envelope or package "**PRICE PROPOSAL**", together with the Proposer's name, RFP Number and RFP title. The Proposer may submit the separate sealed Price Proposal inside the same container or package together with the separate Technical Proposal. The Proposer's price shall be submitted on **Form B-1 "Price Proposal Schedule"**, and in the manner required on said attachment form; there are no exceptions allowed to this requirement. If the Proposer wishes to submit an alternate pricing, the Proposer must first submit pricing in accordance with the **Form B-1**, and then include a separate alternate pricing in a separate sealed envelope marked "ALTERNATE PRICE PROPOSAL" on the sealed envelope and on the first page of the alternate pricing. Proposers who do not submit pricing in accordance with **Form B-1** will not receive evaluation points for the Price/Cost portion. The alternate pricing will not be scored for evaluation purposes, but may be considered by the County if the Proposer is selected for negotiations. The Price Proposal must contain all information required on the Price Proposal Schedule as follows:

Note: The Price Proposal shall consist of one original and nine copies.

- D R A F T -

1. Total Price that includes all costs associated with providing all requirements of the RFP solicitation.
2. Detailed staffing table by major task that reflects total staff hours by individuals or discipline and hourly rates.
3. Projection of Proposer's operational costs of this project for each year.

IV. EVALUATION OF PROPOSALS

Following the opening of the proposals packages, the contents will be checked for compliance with the requirements set forth in this document. After initial review, the responsive proposals will then be distributed to a selection committee.

The evaluation process itself will consist of the quantitative appraisal and ranking of the proposals in order to ascertain which proposer best meets the needs of the Authority. Evaluation considerations will include but not limited to the following criteria:

1. Responsiveness of the proposal clearly stating an understanding of the work to be performed and capability to provide the requested services as specified in Proposers response to Section III-C.
2. Technical ability of the firm to perform required services.
 - ! Primary emphasis in the selection process will be placed on the dependence, background, qualifications, experience, expertise and service of Miami-Dade County office audit staff.
 - ! Information provided by respondents in response to all items requested for within the proposal package.

If further clarification of the contents of the proposal is required, one or more Proposers may be requested to make an oral presentation.

Following the selection of the top ranked Proposer, contract negotiations will take place. Upon reaching an agreement, all firms submitting proposals will be notified. Finally, the signed contract along with a recommendation from the Authority will be presented to the Board of County Commissioners for final approval.

- D R A F T -

RFP TIMETABLE

The anticipated schedule for this RFP and contract approval is as follows:

RFP available for distribution:	January 28, 2003
Deadline for receipt of proposals:	February 28, 2003
Evaluation/Selection process:	TBD
HFA Board Approval Date:	March 24, 2003
BCC Approval:	May/June 2003

EXTERNAL INDEPENDENT AUDITING SERVICES**PRICE PROPOSAL FORM**

Name of Firm: _____

The Proposer offers to provide External Independent Auditing Services for Fiscal Year ending September 30, 2003, all in accordance with terms, conditions, scope of services, and specifications set out in the Request for Proposals as follows:

1. Total Price/Cost for External Independent Auditing Services, which includes all costs associated with providing all requirements of the above referenced Request for Proposal (RFP) document, for fiscal year ending September 30, 2003.

Total: \$ _____

State Total Amount in Words:

OTHER REQUIRED INFORMATION:

Pursuant to RFP Section 2.0, Para. A, the Housing Finance Authority has the option to renew this contract to audit the Authority's financial statements for each of the four subsequent fiscal years on a year-to-year basis at the discretion of the Authority. Based on this, the Proposer offers to provide External Independent Auditing Services, all in accordance with the terms, conditions, scope of services, and specifications of the Request for Proposal as follows:

1. Total/Cost for optional fiscal year ending September 30, 2004 \$ _____

State Total Amount in Words:

2. Total/Cost for optional fiscal year ending September 30, 2005 \$ _____

State Total Amount in Words:

3. Total/Cost for optional fiscal year ending September 30, 2006 \$ _____

State Total Amount in Words:

4. Total/Cost for optional fiscal year ending September 30, 2007 \$ _____

State Total Amount in Words:

ADDITIONAL INFORMATION TO BE SUBMITTED WITH PROPOSAL:

Provide detailed staffing table by major task which reflects total staff hours by discipline and hourly rates for each separate fiscal year 2003, 2004, 2005, 2006 and 2007.

INDEPENDENT AUDITING SERVICES
FOR FISCAL YEAR ENDING SEPTEMBER 30, 2003

ASSIGNED RESPONSIBILITIES BY CLASSIFICATION:

	Number of Hours	Rate Per Hour	Total Amount
Partner.....	_____	\$ _____	\$ _____
Senior Manager.....	_____	\$ _____	\$ _____
Manager.....	_____	\$ _____	\$ _____
Senior.....	_____	\$ _____	\$ _____
Staff.....	_____	\$ _____	\$ _____
Clerical.....	_____	\$ _____	\$ _____

INDEPENDENT AUDITING SERVICES
FOR FISCAL YEAR ENDING SEPTEMBER 30, 2004

ASSIGNED RESPONSIBILITIES BY CLASSIFICATION:

	Number of Hours	Rate Per Hour	Total Amount
Partner.....	_____	\$ _____	\$ _____
Senior Manager.....	_____	\$ _____	\$ _____
Manager.....	_____	\$ _____	\$ _____
Senior.....	_____	\$ _____	\$ _____
Staff.....	_____	\$ _____	\$ _____
Clerical.....	_____	\$ _____	\$ _____

INDEPENDENT AUDITING SERVICES
FOR FISCAL YEAR ENDING SEPTEMBER 30, 2005

ASSIGNED RESPONSIBILITIES BY CLASSIFICATION:

	Number of Hours	Rate Per Hour	Total Amount
Partner.....	_____	\$ _____	\$ _____
Senior Manager.....	_____	\$ _____	\$ _____
Manager.....	_____	\$ _____	\$ _____
Senior.....	_____	\$ _____	\$ _____
Staff.....	_____	\$ _____	\$ _____
Clerical.....	_____	\$ _____	\$ _____

INDEPENDENT AUDITING SERVICES
FOR FISCAL YEAR ENDING SEPTEMBER 30, 2006

ASSIGNED RESPONSIBILITIES BY CLASSIFICATION:

	Number of Hours	Rate Per Hour	Total Amount
Partner.....	_____	\$ _____	\$ _____
Senior Manager.....	_____	\$ _____	\$ _____
Manager.....	_____	\$ _____	\$ _____
Senior.....	_____	\$ _____	\$ _____
Staff.....	_____	\$ _____	\$ _____
Clerical.....	_____	\$ _____	\$ _____

INDEPENDENT AUDITING SERVICES
FOR FISCAL YEAR ENDING SEPTEMBER 30, 2007

ASSIGNED RESPONSIBILITIES BY CLASSIFICATION:

	Number of Hours	Rate Per Hour	Total Amount
Partner.....	_____	\$ _____	\$ _____
Senior Manager.....	_____	\$ _____	\$ _____
Manager.....	_____	\$ _____	\$ _____
Senior.....	_____	\$ _____	\$ _____
Staff.....	_____	\$ _____	\$ _____
Clerical.....	_____	\$ _____	\$ _____

Firm Name: _____

Federal Employer Identification Number: _____

Street Address: _____

City/State/Zip Code: _____

Telephone Number: _____ Fax Number: _____

Authorized Signature: _____ Date: _____

Print Name and Title: _____

DMCDC
DOWNTOWN MIAMI
COMMUNITY DEVELOPMENT CORPORATION

December 5, 2002

Patricia Jennings Braynon
Miami-Dade Housing Finance Authority
25 West Flagler Street
Suite 950
Miami, Florida 33130

Dear Pat,

As you know, Flagler First Condominiums is a pioneer project in the heart of Downtown Miami which will produce 90 units of affordable market rate condominiums. There has been a tremendous effort made by the developers in contributing the building worth over \$3.5 million to the project, the Downtown Miami Community Development Corporation (DMCDC) which has been working on this project for over 18 months, the City of Miami in granting over \$1.8 million and Miami-Dade County in awarding a \$1 million grant to the project. First Union, the construction lender, has also provided the project with very favorable lending terms.

We appreciate your hard work in developing the collateral guarantee program that will provide Flagler First Condominiums with a \$3 million collateral guarantee against the construction loan. However, the \$75,000 fee quoted by your consultants for a \$3 million guarantee is excessive and not in the spirit of this endeavor. According to your consultant, Mr. Flood, \$75,000 includes 1 point based on the amount of the guarantee (\$30,000); plus \$35,000 for the financial consultants and \$10,000 in legal fees. This fee equals over 2 points for providing the developers with a \$3 million guarantee. First Union is only charging 1 point for a \$9.3 million loan.

We believe 1 point (\$30,000) inclusive of fees would be a fair price for the guarantee. We value the HFA as a participant in this deal and its commitment to Downtown housing. We have been working with the Housing Finance Authority on this for over a year and we are anxious to close this deal before the end of the year. We hope you will reconsider the fee structure for this transaction.

Sincerely,

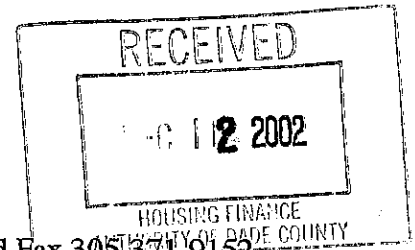

Beatriz Cuenca-Barberio
Executive Director

Cc: Wifredo Gort, Chairman
Rafael Kapustin
Sergio Rok

FLAGLER FIRST DEVELOPERS,LLC
c/o KAPUSTIN CORPORATION

December 11, 2002

Patricia Jennings Braynon
Miami Dade Housing Finance Authority
25 West Flagler Street
Suite 950
Miami Florida 33130



Mail and Fax 305-371-9152

Re: Flagler First Condominiums Loan Guarantee

Dear Pat:

We take this opportunity to express our appreciation for all the hard work you have done in negotiations that are now considerably more than a year old on the subject matter.

Our consultants have kept us informed of most of these negotiations including some possible proposed fees by your agency. However, to date we have not received even one formal notice outlining the possibility of any of these.

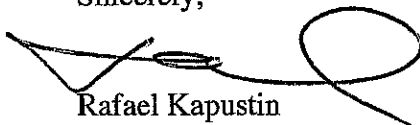
Construction on this project started a few months ago and we are being funded with a County grant. We also have accepted and executed a Construction Loan Agreement with Wachovia and Time is now of the Essence in finalizing our deal with you.

We understand that a meeting was tentatively set up for this coming Monday 16th with your agency. However, at this point we would appreciate receiving from you a formal written outline on the total fees and costs, if any, that your agency may propose for this pioneer housing development project in Downtown Miami.

Please keep in mind that these condominium units are to be sold below their construction costs and that to date every public agency (as well as many private entities) in the City of Miami as well as in Miami Dade County have gone out of their way in helping to subsidize this project by charging No Fees or doing private work on a Pro Bono basis.

Please submit a formal written proposal to the undersigned at your earliest possible convenience and thereafter we will contact you to set up a personal meeting.

Sincerely,



Rafael Kapustin



Sergio Rok

FLAGLER FIRST DEVELOPERS, LLC
c/o KAPUSTIN CORPORATION

December 16, 2002

Patricia Jennings Braynon
Miami Dade Housing Finance Authority
25 West Flagler Street
Suite 950
Miami Florida 33130

Re: Flagler First Condominium Enhancement Loan Guarantee

Dear Pat:

Last week we communicated to you by letter our appreciation for all the work you have done on negotiations that have taken more than a year on the matter of reference.

We also requested a formal written proposal to the undersigned, detailing total fees and costs associated with the enhancement guarantee, if the same was in effect for 24 months.

We are in receipt of a multitude of e-mails from your office that we are not sure we fully understand. However, they seem to indicate that your proposed fees and costs for a three (3) million dollar Enhancement Guarantee, if in place for 24 months, by your quasi-governmental not for profit agency, could be approximately \$ 145,000.

Your proposed fees and costs are 485 % higher than the ones we have paid Wachovia Bank for a 9.3 million-dollar Construction Loan if in place for the same two years.

Flagler First Condominium is considered a private -public venture to bring for the first time Home Ownership to Downtown Miami and spur Downtown Development.

Flagler First Condominium received 2.8 million dollars in grants from the City of Miami and Miami Dade County, as well as contributions of pro-bono work by professionals that want to be participants on this significant project.

Your proposed fees and costs would have to be paid either by the allocation of over 15% of the County Grant towards this expense, or by selling the units at more expensive prices.

This developer's commitment to maximize the best utilization of funds on this pioneer project would make it morally irresponsible to take the easy route of accepting your proposal, and looking the other way.

Therefore we may have no choice but to seek alternatives from other City and/or County agencies, and if forced by circumstances, stop the ongoing construction work.

We are not privy to the obligations you have with your consultants and attorneys, or the fee guidelines of your Board. However, we do know that in today's market, the fees and costs for an enhancement guarantee such as yours should not exceed 1% or \$ 30,000 for the entire two year period, and specially for a project with a public purpose such as ours.

It is unfortunate that its taken over one year for this negotiation and only after we sign a construction loan commitment with Wachovia and commence our work, we then find out about your proposed costs and fees.

We believe that both, you as well as your Board are very interested in helping as well as participating in this project, and thus respectfully request you bring this matter up at your earliest possible convenience to your Board requesting their support and consideration.

Accordingly, copies of this letter are being sent for their information to all your Board Members as well as the Board Members of our Consultant, the Downtown Miami CDC.

We thank you again and do look forward to hearing from you at your earliest convenience.

Sincerely,

FLAGLER FIRST CONDOMINIUM



Rafael Kapustin



Sergio Rok

cc Board Members, Miami Dade Housing Finance Authority
Board Members, Downtown Miami Community Development Corporation

THE LEADER MORTGAGE COMPANY
2002 SF MRB Program - HFA of Miami-Dade County

Loan Information Report 1/10/2003

ORIGINATOR SUMMARY

	Loans	Total Originated Amount
Bank Atlantic FSB	5	310,060
Banking Mortgage Corporation	17	905,308
Chase Manhattan Mortgage	30	2,951,035
Citibank FL FSB	8	461,756
Countrywide Home Loans	3	216,490
UAMC	2	198,837
Washington Mutual	1	61,200
Total	66	\$5,104,686

LOAN TYPE TOTALS

	Loans	Total Originated Amount	% of Total
FHA	23	2,401,546	47.05
FNMA 97%	12	720,686	14.12
FNMA CHBP	1	73,950	1.45
FNMA CHBP 3/2	2	127,890	2.51
FNMA Conv.	22	1,452,686	28.46
FNMA HFA Home	5	258,160	5.06
VA	1	69,768	1.37
Total	66	\$5,104,686	100.00

NEW/EXISTING TOTALS

	Loans	Total Originated Amount	% of Total
Existing	64	4,909,645	96.18
New	2	195,041	3.82
Total	66	\$5,104,686	100.00

TARGET/NON-TARGET TOTALS

	Loans	Total Originated Amount	% of Total
Non-Target	66	5,104,686	100.00
Total	66	\$5,104,686	100.00

HOUSING TYPE TOTALS

	Loans	Total Originated Amount	% of Total
1 Unit Detached	20	1,816,019	35.58
Condo	40	2,700,913	52.91
Townhouse	6	587,754	11.51
Total	66	\$5,104,686	100.00

THE LEADER MORTGAGE COMPANY
2002 SF MRB Program - HFA of Miami-Dade County

Loan Information Report 1/10/2003

TYPE OF FUNDS - TOTALS

	Loans	Total Originated Amount	% of Total
*Spot-General	66	5,104,686	100.00
Total	66	\$5,104,686	100.00

INTEREST RATE BREAKDOWN

	Interest Rate Limit	Loans	Total Originated Amount	% of Total
3.75000%	\$4,000,000	19	1,711,111	33.52
5.50000%	\$2,160,000	30	1,572,062	30.80
5.99000%	\$17,500,000	17	1,821,513	35.68
Total		66	\$5,104,686	100.00

PROGRAM PIPELINE

	Loans	Total Originated Amount	% of Total	Pool / Trustee Amount
Reservation	18	1,448,231	28.37	
UW Certification	27	1,902,568	37.27	
Compliance Purchase Approved	6	463,184	9.07	
Purchased	15	1,290,703	25.28	
Total	66	\$5,104,686	100.00	

RACE & ETHNICITY

	Loans	Total Originated Amount	% of Total
Asian	1	118,247	2.32
Black Hispanic	1	50,439	0.99
Black / African American & White	1	54,570	1.07
Black / African American	15	1,229,491	24.09
Other Multi-racial	4	244,175	4.78
White	6	377,471	7.39
White Hispanic	27	2,188,696	42.88
Other (Old Code)	11	841,597	16.49
Total	66	\$5,104,686	100.00

SUMMARY

		Averages:	
Original Allocation	\$21,660,000.00	Loan Amount	\$77,344
Available Allocation	\$16,555,314	Purchase Price	\$103,598
Total Originated Amount	\$5,104,686	Compliance Income	\$27,275
Total Originated Loans	66	Borrower Age	37.2
Percentage Originated	23.57%	Household Size	2.6
First Time Home Owner	100 %	Employed in Household	1.2

THE LEADER MORTGAGE COMPANY
2002 SF MRB Program - HFA of Miami-Dade County

Loan Information Report 1/10/2003

COUNTY TOTALS			
	Loans	Total Originated Amount	% of Total
MIAMI-DADE	66	5,104,686	100.00
Total	66	\$5,104,686	100.00

BREAKDOWN BY CITY			
	Loans	Total Originated Amount	% of Total
HIALEAH	5	367,673	7.20
HIALEAH GARDENS	1	97,750	1.91
HOMESTEAD	2	171,960	3.37
UNINCORPORATED MIAMI-DADE	55	4,142,671	81.15
MIAMI BEACH	2	208,550	4.09
NORTH MIAMI	1	116,082	2.27
Total	66	\$5,104,686	100.00

MIAMI-DADE AFFORDABLE HOUSING FOUNDATION, INC.

Home Buyer Club Statistical Report

Report ending: 1/14/03

PROGRAM PIPELINE		
	ALL	ACTIVE
All Members	2,104	
Active Members	829	829
Graduates	148	146
Ready to Buy	95	119
Looking for a Home	24	24
Purchased	15	

SEX (active members only)		
SEX	#	%
Female	612	73.8%
Male	208	25.1%
Couples	6	0.7%
Unknown	3	0.4%
Number of children served: 610		

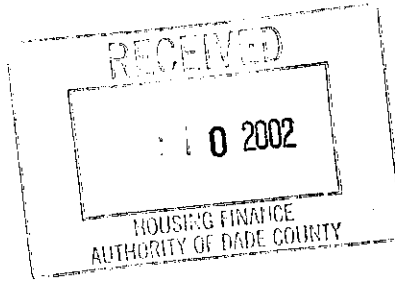
MEMBERSHIP BY CLUB		
CLUB	#	%
ACCION	75	3.6%
CAA/Liberty City	356	16.9%
Central	182	8.7%
County*	759	36.1%
Liberty Square*	87	4.1%
Omega	230	10.9%
Opa-Locka	78	3.7%
Scott Homes*	103	4.9%
St. Agnes*	234	11.1%
TOTAL	2,104	100.0%
* The Foundation received compensation for working with these clubs.		

INCOME RANGES OF MEMBERS (active members only)		
LEVEL	#	%
<50 %		
50% - 80%		
>80%		

LOAN ORIGINATOR SUMMARY		
BANK	#	AMOUNT
Bank Atlantic	2	
Bank United		
Citibank	1	
Countrywide	1	
HFA		
MDAHFI		
Northern Trust		
Washington Mutual		
Other/Unknown	10	
TOTAL	14	\$0.00
<i><u>This data is extremely preliminary.</u> Most buyers secure multiple loans/grants for the purchase of their home. Thus, some buyers are counted more than once under the number of loans originated.</i>		

RACE OF MEMBERS (active members only)		
RACE	#	%
African American	559	67.4%
Hispanic	217	26.2%
White (non Hispanic)	14	1.7%
Other/Unknown	39	4.7%
TOTAL	829	100.0%

This statistical report represents the Foundation's initial effort to capture home buyer club statistics in accordance with USHUD counseling guidelines.



December 5, 2002

ETHICS COMMISSIONERS

Kerry E. Rosenthal, Chairman
Robert H. Newman, Vice Chairman
Gail Dotson
Dawn Addy
Elizabeth M. Iglesias

ROBERT A. MEYERS
EXECUTIVE DIRECTOR

MICHAEL P. MURAWSKI
ADVOCATE

ARDYTH WALKER
STAFF GENERAL COUNSEL

Greetings Ladies and Gentlemen:

The Commission on Ethics and Public Trust is holding four workshops for advisory boards in the month of February 2003. As promised, I have enclosed a copy of the memorandum for further distribution to all advisory board members throughout Miami-Dade County.

The information has also been posted to our website which can be accessed in one of two ways:

1) miamidade.gov on the metro-net, then click on Ethics and Public Trust;

or

2) Type in www.miamidade.gov/ethics.

If you have any questions, you can reach me at (305) 350-0630. Thanks in advance for all assistance provided.

Sincerely,

Robert A. Thompson
Miami-Dade County
Commission on Ethics and Public Trust
Community Outreach Coordinator



December 3, 2002

ETHICS COMMISSIONERS

Kerry E. Rosenthal, Chairman
Robert H. Newman, Vice Chairman
Gail Dotson
Dawn Addy
Elizabeth M. Iglesias

ROBERT A. MEYERS
EXECUTIVE DIRECTOR

MICHAEL P. MURAWSKI
ADVOCATE

ARDYTH WALKER
STAFF GENERAL COUNSEL

Dear Advisory Board Member,

I commend you for your public service as an Advisory Board Member and I want to advise you of an ethics workshop my office will be sponsoring in February of 2003. The workshop will cover the applicable ethics laws and the Sunshine Law. Additionally, my staff will highlight the important advisory opinions that the Commission on Ethics has rendered that impact the advisory boards.

Four sessions will be held at the following locations:

Session I. The Joseph Caleb Center located at 5400 Northwest 22nd Avenue, on Monday, February 3, 2003 from 8:00 am – 10:00 am.

Session II. Which will cover the identical materials, will be held at the Joseph Caleb Center and is scheduled for Wednesday, February 5, 2003 from 6:30 pm–8:30 pm.

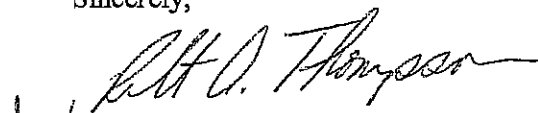
Session III. South Dade Government Center located at 10710 Southwest 21st Street on Monday, February 10, 2003 from 8:00 am – 10:00 am.

Session IV. South Dade Government Center on Wednesday, February 12, 2003 from 8:00 am to 10:00 am.

We ask that you R.S.V.P. no later than Wednesday, January 22, 2003 and specify which session you will be attending. If you are not going to attend either session, but are interested in the materials we will be distributing, please check our website at www.miamidade.gov/ethics or call (305) 579-2594 and we will mail you the materials.

I look forward to seeing you at one of these workshops.

Sincerely,


for Robert Meyers
Executive Director